

# 金融卡約定事項

## 壹、一般約定事項

### 第一條 (領取、啟用及作廢)

存戶如領取金融卡、密碼及辦理啟用登錄手續者，應親持身分證證明文件及原留印鑑至原存款行或依本約定書正面一、申請卡別之(三)領取卡片方式之內容辦理；倘存戶不克親自辦理者，得出具授權書委託他人代為辦理，代理人應提示授權書、雙方身分證證明文件正本及存戶原留印鑑，前述授權書應經受理行查證屬實，方可受理。存戶自申請日起至逾十二個月未領取者，銀行得將金融卡及密碼逕行作廢，存戶如仍有用卡之需求，得重新提出申請，銀行並得酌收費用(費用計收參照第十四條 費用計收調整及揭示二、服務費用類：製卡、補發、換發新卡手續費規定)。採預製金融卡(含密碼)者，存戶於辦妥開戶及填具本約定書後，即可領取金融卡及密碼，並辦理啟用登錄手續；採非預製金融卡(含密碼)者，存戶於填具本約定書並經銀行受理後七個銀行營業日，可領取金融卡及密碼，並辦理啟用登錄手續。卡片已開啟「雲端櫃檯啟用及開卡」功能者，得透過輸入手機驗證碼之核身機制，於銀行雲端櫃檯或實體自動櫃員機進行啟用及開卡程序。

### 第二條 (密碼變更)

存戶如欲變更密碼者，得利用自動化服務設備或其他設備自行更改密碼，其次數不受限制，未申請於雲端櫃檯啟用及開卡功能者，金融卡啟用後開卡交易須於銀行之實體自動櫃員機操作。

卡片與自設密碼應分開妥慎保管，操作時應防範他人窺視，交易完成後，並應隨手取走交易明細表，以確保存款安全。銀行對金融卡使用人之身分不負認定之責。

### 第三條 (存款金額之限制)

存戶使用金融卡以銀行自動化服務設備存入現金，於存入非本人之帳戶時，每日存入金額比照金融卡於實體ATM非約定帳戶轉帳之金額限制；存入本人之帳戶者則不受金額之限制。存戶每日存入金額上限及手續費等條件如下：

- 一、存戶持銀行金融卡存款，存入存戶本人於銀行所開立之存款帳號，每日存入金額無上限，且無須手續費。
- 二、存戶持銀行金融卡存款，存入非存戶本人於銀行開立之存款帳號，每日存入金額上限為新臺幣三萬元，惟無須手續費。
- 三、存戶持銀行金融卡存款，存入其他金融機構之存款帳號，每日存入金額上限為新臺幣三萬元，且須自該筆交易金額扣除手續費新臺幣十五元。
- 四、存戶持其他金融機構金融卡存款，存入存戶本人或非本人於銀行開立之存款帳號，每日存入金額上限為新臺幣三萬元，惟無須手續費。
- 五、存戶持其他金融機構金融卡存款，存入該金融卡存款帳號，每日存入金額上限為新臺幣二十萬元，且須自該筆交易金額扣除手續費新臺幣十五元。
- 六、存戶持其他金融機構金融卡存款，存入非該金融卡存款帳號或非於銀行開立之存款帳號，每日存入金額上限為新臺幣三萬元，且須自該筆交易金額扣除手續費新臺幣十五元。

### 第四條 (提款及轉帳金額之限制，單位為：新臺幣，每日係指以日曆日(台北時間00:00至24:00)計算)

交易類別	每筆最高限額	每日累計最高限額	說明
國內、外提款及消費扣款	國內自行提款：3萬元 國內跨行提款：2萬元 國外提款：2萬元 消費扣款：12萬元	12萬元	1. VISA金融卡於國外貼有VISA標誌之ATM每日累計提領限額為新臺幣6萬元。 2. 國外提款金額尚須遵照提款地ATM所屬銀行相關規範。 3. 存戶依本約定書約定帳號申辦之金融卡提領之外幣加計新臺幣每日累計金額以等值新臺幣12萬元為限。
約定帳戶轉帳、繳費、繳稅	200萬元	300萬元	
非約定帳戶轉帳	3萬元	3萬元	網路ATM每月轉帳限額為新臺幣50萬元

### 第五條 (存、提款、轉帳限額之調整及揭示)：

前述第三條及第四條所訂之存、提款、轉帳限額，銀行得視實際需要隨時調整，銀行應於調整三十日前，以顯著方式於營業處所及銀行網站公開揭示之，銀行得不再另行通知。結清帳戶或不願繼續使用時應將金融卡交還銀行辦理註銷手續。

### 第六條 (存摺補登)

存戶使用金融卡連續提款、轉帳或進行非約定帳戶轉帳，不受存摺補登次數限制。

### 第七條 (存戶轉帳錯誤，原存款行協助事項)

存戶使用金融卡辦理轉帳交易，應仔細檢核入戶之金融機構代號、帳號與金額，倘因存戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經存戶通知原存款行，原存款行應即辦理以下事項：  
一、依據相關法令提供該筆交易之明細及相關資料。  
二、協助通知轉入行處理。  
三、回報處理情形。

### 第八條 (本行或跨行交易之行為效力)

存戶如以金融卡及密碼在銀行或參加金融資訊系統跨行連線之金融單位之自動化服務設備或其他設備進行交易時，其交易與憑存摺印鑑所為之交易行為，具有同等之效力。

### 第九條 (交易時點之認定)

金融卡交易帳務劃分點：星期一至星期五以下午三點三十分為帳務劃分點。超逾帳務劃分點暨非銀行營業日之交易，均歸屬次一銀行營業日之帳務處理。交易是否係逾時交易，以銀行接獲檔案或資料之時間為準。  
存戶在非銀行營業日，或銀行營業日非營業時間段(即下午三時三十分至夜間十二時)所辦理之金融卡轉出、轉入及存、提現金交易，皆於交易當日開始計息。辦理轉開無存單定存交易之定存利率適用次一銀行營業日之定存廣告利率。

### 第十條 (國內提領外幣)

存戶得使用金融卡於銀行外幣ATM或其他金融卡發卡銀行指定之外幣ATM提領外幣，所提領之外幣金額按交易當時銀行或其他金融卡發卡銀行掛牌外幣現鈔賣出匯率折合新臺幣扣帳。其提款金額之限制同第四條。

### 第十一條 (外幣交易授權結匯)

存戶依第十條持金融卡進行外幣交易時，授權銀行為中華民國境內之結匯代理人，依中央銀行相關規定及雙方約定，辦理結匯手續。存戶在國外透過VISA或MasterCard國際組織提款或轉帳/簽帳消費，則授權銀行以VISA或MasterCard國際組織轉帳之美金金額及其依約所列之結匯日匯率將交易金額轉換為新臺幣，再加計銀行需給付各國際組織之費用及銀行作業手續費(共計交易金額之1.5%)後結付；若透過財金公司跨國提款/消費扣款，則授權銀行以財金公司晶片金融卡跨國提款與消費扣款業務結算代理銀行之結匯日匯率將交易金額轉換為新臺幣，存戶應自行核算並控制中央銀行所准之外匯額度，且授權銀行為結匯代理人，代為處理金融卡國外提款及轉帳/簽帳消費款項之結匯申報事宜，存戶對該申報並無異議。

所稱財金公司跨國提款功能，係指存戶可持本行金融卡於國外貼有財金公司FISC標幟之ATM提領外幣現鈔；而財金公司消費扣款功能，係指可於國內、外接受財金公司規格晶片金融卡消費扣款之特約商店進行消費扣款交易，銀行將同時自客戶之活期性存款帳戶中直接扣帳。  
於銀行同意之設備或方式使用金融卡辦理未達等值新臺幣五十萬元之外匯業務，應依照中央銀行「銀行業辦理外匯業務管理辦法」相關規定辦理，並同意以網際網路辦理外匯申報事宜。客戶利用網際網路辦理外匯申報經查獲有申報不實情形者，其日後有關外匯申報事宜，須至銀行營業單位辦理。

### 第十二條 (約定書終止或暫停提供金融卡功能)

存戶得隨時終止本約定書，但應親自至銀行書面提出申請，除金融卡遺失外，並應將金融卡繳還銀行。如有下列情事之一者，銀行得隨時終止本約定書或暫時停止提供金融卡之功能：  
一、金融卡遭偽、變造或作為洗錢、詐欺等不法之用途。  
二、存戶之帳戶經依法令規定列為暫停給付、警示或衍生管制帳戶。  
三、存戶違反法令規定損及銀行權益或有其他不法行為。  
銀行保有金融卡之所有權且對卡片之發放有決定權，存戶不得將卡片讓與、轉借或複製、改製或為其他損害銀行之行為，如違反而生損害，應負賠償責任。如經銀行研判存戶有疑似違反本約定書之規定時，銀行得逕自終止存戶使用金融卡，並得將卡片收回作廢或暫停卡片之使用。

### 第十三條 (密碼使用錯誤次數及卡片留置、鎖卡之處理)

存戶使用金融卡鍵入晶片密碼連續錯誤達三次(含)時，晶片功能即被鎖碼，應於營業時間內持卡片及身分證至銀行辦理鎖碼解除；當鍵入磁條密碼連續錯誤達三次(含)時，磁條功能即被鎖碼，應持卡至本行ATM操作，進行磁條密碼重設。存戶忘記取回金融卡或使用業已掛失之金融卡時，致卡片遭自動櫃員機收回，應立即洽該自動櫃員機所屬金融機構領回或逕向銀行辦理掛失停用手續；若金融卡於國外被機器報收時，請於二十四小時內洽該機器所屬之當地金融機構要求即時領回，或逕向銀行辦理掛失停用手續。金融卡遭留置時，應自留置之次日起算十四個營業日內至原存款行取回或換發新卡，逾期未取回，原存款行得將金融卡註銷。

### 第十四條 (費用計收、調整及揭示)

存戶使用金融卡所為各項交易或服務所生之工本費如下：  
一、交易手續費類：

國內：	國外提款手續費：
跨行提款手續費：每次為新臺幣 5 元	Visa、Cirrus：每次為新臺幣 75 元＋匯率轉換費(目前為交易金額之 1.5%；含國際組織 1%及本行 0.5%)
跨行轉帳手續費： 1.轉帳金額500元內，每帳戶每日第一筆免手續費 2.轉帳金額介於501至1,000元內，或每帳戶每日第二筆以上之金額500元內轉帳交易，每筆新臺幣10元 3.轉帳金額超過1,001元，每筆新臺幣15元	
跨行存款手續費：每次為新臺幣 15 元	
2.服務費用類：	
晶片密碼重設手續費：每次新臺幣 50 元	卡片毀損重製費(含註銷費新臺幣 100 元)：每卡新臺幣 100 元；宇宙明星 BT21 卡面每卡新臺幣 200 元
製卡、補發、換發新卡手續費：每卡新臺幣100元。 (同一帳戶首次申辦金融卡免收製卡費)	卡片掛失重製費(含掛失費新臺幣 100 元)：每卡新臺幣 100 元；宇宙明星 BT21 卡面及金融信用卡每卡新臺幣 200 元(金融信用卡於辦理掛失後七日內尋獲並繳回者，退還手續費。)

前項費用存戶同意銀行自存戶存款帳戶中扣繳或依雙方同意之其他方式繳納。

第一項費用應以顯著方式於營業場所及銀行網站公開揭示。

第一項第二款之服務費用，非經銀行證明卡片須解鎖或補發、換發係因可歸責於存款人之事由所致者，不得收取之。存款人因卡片須解鎖或補發、換發，而發生損害者，銀行應負賠償責任，但存款行證明其就卡片須解鎖或補發、換發係不可歸責者，不在此限。

### 第十五條 (金融卡遺失、滅失、被竊或其他喪失占有)

存戶應妥善保管金融卡，如有脫離占有(如遺失、被竊、被搶、詐欺或其他遭持卡人以外之第三人占有)等情形，應儘速以電話或其他銀行指定之方式通知銀行或其他經銀行指定機構辦理掛失停用手續，前項約定方式應以存戶安全、便利方式辦理。銀行受理掛失停用或被冒用所生之損失，全數由銀行負擔。銀行如認為有必要時，得於受理掛失停用手續日起十日內通知存戶，要求於受通知日起三日內向當地警察機關報案或書面補行通知銀行。未辦理掛失手續前而遭冒用，銀行已經付款者，視為對存戶已為給付。但銀行或其他自動化服務設備所屬金融機構對資訊系統之控管有未盡善良管理人注意義務，或有其他可歸責之事由，致存戶密碼被冒用或盜用者，仍應由銀行負擔。

### 第十六條 (出借、轉讓或質押之禁止)

存戶應自行保管使用金融卡，如有出借、轉讓或質押者，存戶應自負其責。

### 第十七條 (複製或改製之禁止)

存戶不得有複製或改製金融卡之行為。

### 第十八條 (管轄法院)

雙方同意如因本約定書涉訟時，適用中華民國法律，並以 \_\_\_\_\_ 地方法院或臺灣臺北地方法院為第一審管轄法院，但不得排除消費者保護法第四十七條或民事訴訟法第四百二十六條之九規定小額訴訟管轄法院之適用。

### 第十九條 (個人資料之使用)

存戶因使用金融卡提款、轉帳、通匯、繳稅、繳費、消費扣款、金融帳戶查詢等跨行業務之服務，同意銀行、該筆金融卡交易往來之金融機構、受託提供金融卡服務之Visa或MasterCard國際組織、財團法人金融聯合徵信中心、財金資訊股份有限公司、受銀行委託處理業務之第三人及其他經金融監督管理委員會、農業金融主管機關許可設立或營業之機構，在完成上述跨行業務服務之目的內，得依法令規定蒐集、處理、國際傳輸及利用其個人資料。銀行非經存戶同意或依其他法令規定，不得將其個人資料提供予上述機構以外之第三人利用。

存戶同意銀行得於防制詐騙、防制洗錢等特定目的範圍內，得蒐集、處理或利用「約定轉入帳號」及其「設定為約定轉入帳號之次數」等個人資料；存戶並同意財金資訊股份有限公司於辦理金融機構間之金融資訊交換目的範圍內，得蒐集、處理或利用上開個人資料。

### 第二十條 (消費者權益保護事項)

存戶了解銀行依本契約所提供之服務係一經提供即為完成之線上服務，銀行依據消費者保護法第十九條第二項規定，排除存戶依同法第十九條第一項對於通訊交易服務之契約解除權。

銀行申訴專線：(02)8982-0000 免付費服務專線：0800-016168  
傳真：(02)8982-2345 電子信箱：megacard\_cs@megacard.com.tw

第二十一條（文書之送達）  
存戶同意以本約定書所載之地址為相關文書之送達處所，倘存戶或其聯絡人之地址變更，存戶應即以書面或其他約定方式通知銀行，並同意改依變更後之地址為送達處所；如存戶未以書面或依約定方式通知變更地址時，銀行仍以本約定書所載之地址或最後通知存戶之地址為送達處所，於通知發出後，經通常之郵遞期間即推定為已送達。

第二十二條（其他約定事項）  
本約款若有未盡事宜，悉依有關法令辦理。

第二十三條（約定書之交付）  
本約定書壹式貳份，由銀行與存戶雙方各執壹份，以資信守。  
存戶對本約定書所載條款之同意或申請事項之意願聲明係以電子方式作成，存戶同意銀行以電子檔案或網站公告等非書面方式代替交付本約定書予存戶存查。

第二十四條（活動、服務約定）  
銀行提供有關於信用卡之各項活動、服務或約定，除有特別註明外，金融卡持卡人不適用之。

第二十五條（金融卡效期屆滿）  
VISA金融卡及金融信用卡於卡面標示之有效期間屆滿時，除已終止契約或停用，或所屬存款帳戶已為靜止戶，或已連續六個月(含)以上無交易、或未曾使用VISA金融卡簽帳消費功能者外，銀行將續發新卡供存戶繼續使用。  
針對VISA金融卡及金融信用卡連續六個月(含)以上無交易或未曾使用VISA金融卡簽帳消費功能者，於卡面有效期屆滿後，該金融卡即視為一般金融卡(晶片金融卡)，仍可於國內使用一般功能交易(包含：存款、提款、轉帳、繳稅(費)、密碼變更、查詢餘額)。

第二十六條（轉開定存）  
存戶如為自然人，得持卡利用自動櫃員機或其他銀行同意之設備或方式將活期性存款轉開為無存單之定期性存款，轉開交易不限次數。轉開定存類別為一般定存、整存整付、存本取息時，每筆轉存金額限為新臺幣一萬元(含)以上，每筆金額最高限新臺幣一十萬元；轉開定存類別為零存整付時，每筆轉存金額限為新臺幣一千元(含)以上，每筆金額最高限新臺幣二萬元。存款期別按月區分，定存可為一至三十六個月期，定儲可為十二至三十六個月期，利率由存戶依當時銀行牌告之機動或固定利率自行選擇，到期依原約定條件自動展期，此轉開定存屬無存單定存，僅提供交易紀錄單供存戶收執參考，存戶如中途解約或質借，除自動櫃員機或其他銀行同意之設備或方式另有指示外，應至原開戶單位依約辦理。

第二十七條（轉帳繳款/轉帳）  
存戶得自行在自動櫃員機或以其他銀行同意之設備或方式辦理轉帳繳款(含稅款、公共事業費用等)或辦理金融卡轉帳業務，使用金融卡自存戶帳戶中提款並以轉帳方式繳款或存入事先約定或屆時自行決定之國內金融機構活期性存款帳戶。轉帳交易無論轉入帳號是否事先約定，每次轉入之銀行代號、存款帳號及金額等，係經存戶核對確認無誤，倘有錯誤，概由存戶自行負責，銀行不負轉正或追還之責。轉帳交易可提供交易明細表供存戶收執參考，存戶若遺失或未取得交易明細表，則可以補登存摺之影本做為轉帳交易之證明，銀行不再提供交易紀錄證明。屬逾期不受理之轉帳繳款類別，其轉帳繳款截止時間為截止當日二十四時。

第二十八條（帳款糾紛）  
存戶持卡至ATM提款所生帳款糾紛，自交易日起，國內交易應於二個月內、國外交易應於一個月內向銀行投訴，由銀行向財金公司、收單機構、VISA或MasterCard國際組織洽詢處理之，如涉及及其他銀行且需加以仲裁時，國內交易則由財金公司轉交金融資訊系統規約執行委員會、國外交易若透過VISA或MasterCard國際組織，則交由VISA或MasterCard國際組織處理之，若透過財金公司，則交由財金公司處理之，存戶同意接受該處理或仲裁之結果。

第二十九條（預約交易）  
存戶可利用網路ATM預約十二個月內之轉帳交易，如欲取消先前之預約交易，應於預約到期日之前一日前，以網路ATM預約交易管理功能取消之。完成取消交易之時點以銀行電腦資訊系統認證時點為基準。如金融卡掛失，則未到期之預約交易仍屬有效；若帳戶結清，銀行將不另行通知取消該帳戶所有未到期之預約交易。

第三十條（約定事項修改/增修揭示）  
本約定事項如有修改或增刪時，除另有約定外，銀行應於生效日六十日前於營業場所或銀行網站公開揭示之。

## 貳、消費扣款功能約定事項

第一條（交易扣帳方式）  
存戶充分了解金融卡具有於接受財金公司規格商店消費扣款，但無信用卡延後付款之功能，存戶同意於持銀行金融卡消費扣款時，銀行得自上述活期性存款帳戶直接扣帳支付款項。

第二條（交易方式）  
以金融卡進行消費扣款交易時，應於輸入密碼設備輸入與金融卡提款相同之密碼，以確認交易為本人所為。

第三條（自動啟用）  
存戶同意於交易時輸入金融卡約定密碼即啟用消費扣款功能或金融卡跨國交易功能。

第四條（金融卡脫離占有）  
金融卡脫離占有之相關消費扣款交易責任歸屬：  
一、存戶之金融卡發生脫離占有等情形時，自銀行受理掛失停用起因第三人冒用於消費扣款所發生損失由銀行負擔。  
二、如有下列各款情事之一者，無論發生於辦理掛失手續前後，被提款盜領、冒用消費扣款或其他交易所發生之損失概由存戶負擔：  
(一)第三人冒用為存戶容許或故意將金融卡交其使用者。  
(二)存戶故意或重大過失將使用自動櫃員機或其他銀行同意之設備或方式或進行其他交易之交易密碼或其他辨識持卡人同一性之方式告知第三人知悉者。  
(三)存戶與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。

第五條（帳款糾紛）  
存戶持卡至特約商店消費所生帳款糾紛，自交易日起應於一個月內向銀行投訴。

第六條（可用餘額）  
存戶存款帳戶之可用餘額，需先扣除金融卡之消費扣款已使用金額，以及其他受限制之存款金額，方為實際可使用之餘額。

第七條（消費扣款功能之申請及停用）  
存戶得利用銀行之網路ATM或親自至營業單位辦理申請或停用財金公司國內消費扣款功能及金融卡跨國交易功能，亦得利用銀行之自動化設備（如自動櫃員機）辦理取消財金公司國內消費扣款之功能，如要恢復本功能時，可以書面申請或利用銀行之網路ATM辦理。

第八條（消費糾紛）  
存戶持卡至特約商店消費後如對商品或服務之品質、數量、價金等有爭議或有退貨之情事發生時，不得以與特約商店間消費交易所生之糾紛對抗銀行，應向特約商店尋求解決，亦不得以此作為向銀行請求返還帳款之依據。

第九條（帳款疑義）  
存戶對於使用消費扣款功能之消費明細如有疑義時，例如無此筆交易、重複扣款等，請立即向銀行詢問，並得依規定申請爭議款處理。詳情請洽銀行客服專線：0800-016-168。

## 叁、VISA金融卡簽帳消費功能約定事項

第一條（費用計收）  
**VISA金融卡簽帳消費功能之收費標準：**

<b>國外簽帳消費：匯率轉換費(目前為交易金額之 1.5%；含國際組織 1%及本行 0.5%)</b>	<b>逾期補款手續費：1.延滯第三個月：當月計收新臺幣300元</b>
<b>網閱簽帳單手續費：國內每筆新臺幣 50 元，國外每筆新臺幣 100 元</b>	<b>2.延滯第四個月：當月計收新臺幣400元</b>
	<b>3.延滯第五個月：當月計收新臺幣500元</b>

第二條（交易扣帳方式）  
存戶充分了解VISA金融卡具有簽帳消費功能，但無信用卡延後付款之功能，存戶同意於持銀行金融卡簽帳消費時，銀行得自上述活期性存款帳戶直接扣帳支付款項。

第三條（交易方式）  
以VISA金融卡簽帳消費時，應使用與VISA金融卡簽名欄上相同之簽名，如存戶本人不簽具相同之簽名，不得以簽名不同為由拒絕付款。如客戶係以郵購、電話訂購、傳真等其他類似方式訂購商品、取得服務、代付費用時，銀行得以密碼、電話確認、收貨單上之簽名、郵寄憑証或其他得以辨識當事人同一性及確認客戶意思表示之方式代之，無須使用簽帳單或當場簽名。  
本卡片表面如為卡號無凸字之卡片，於特約商店以人工手動壓印卡面凸字方式進行刷卡交易時，因無法拓印出卡號，將無法進行交易。

第四條（金融卡脫離占有）  
VISA金融卡脫離占有之簽帳消費交易責任歸屬及處理：  
一、存戶之VISA金融卡發生脫離占有等情形時，因第三人冒用於簽帳消費所發生損失由銀行負擔，但有下列各款事由之一，自發生VISA金融卡遺失或被竊等情形時起至銀行受理掛失停用止被冒用所生之損失，概由存戶負擔：  
(一)存戶知悉VISA金融卡遺失或被竊等情形而怠於立即通知銀行。  
(二)存戶收到VISA金融卡後，未於VISA金融卡簽名致遭第三人冒用者。  
(三)存戶於辦理VISA金融卡掛失手續後，未提出銀行所請求之文件、拒絕協助調查或其他違反誠信原則之行為者。  
二、如有下列各款情事之一者，無論發生於辦理掛失手續前後，被提款盜領及冒用消費簽帳或其他交易所發生之損失概由存戶負擔：  
(一)第三人冒用為存戶容許或故意將VISA金融卡交其使用者。  
(二)存戶故意或重大過失將使用自動櫃員機或其他銀行同意之設備或方式或進行其他交易之交易密碼或其他辨識持卡人同一性之方式告知第三人知悉者。  
(三)存戶與第三人或特約商店偽造虛構不實交易行為或共謀詐欺者。  
三、銀行對於帳戶警示前已圈存之VISA金融卡消費款項，於通報警示帳戶後不得逕行扣款作業，警示帳戶解除後，銀行對於該圈存款項可立即依約定進行扣款。

第五條（帳款糾紛）  
存戶持卡至特約商店消費所生帳款糾紛，自交易日起，國內交易應於二個月內、國外交易應於一個月內向銀行投訴，VISA金融卡簽帳消費網閱簽帳單影本之申請，應於交易日起三十天內向銀行提出，提出後銀行之處理同金融卡約定事項之壹、一般約定事項第二十八條。

第六條（可用餘額）  
存戶存款帳戶之可用餘額，需先扣除金融卡之簽帳消費、消費扣款已使用金額，以及其他受限制之存款金額，方為實際可使用之餘額。

第七條（簽帳消費功能之取消）  
存戶不欲使用VISA金融卡之簽帳消費功能時，須重新申請一般金融卡(晶片金融卡)。

第八條（跨國交易功能之申請及停用）  
存戶得以書面或利用銀行之網路ATM辦理申請金融卡跨國交易功能，不欲使用VISA金融卡跨國交易功能(含國外提款、國外轉帳消費)時，可以書面申請或利用銀行之網路ATM辦理。

第九條（消費糾紛）  
存戶持卡至特約商店消費後，如對商品或服務之品質、數量、價金等有爭議或有退貨之情事發生時，不得以與特約商店間消費交易所生之糾紛對抗銀行，應向特約商店尋求解決，亦不得以此作為向銀行請求返還帳款之依據。

第十條（約定條款之同意）  
申請VISA金融卡者應立即於卡片背面簽名，銀行將隨卡片檢附相關「VISA金融卡約定條款」，存戶如不能完全同意該條款內容，應於七日內將VISA金融卡剪斷寄回銀行。

第十一條（帳款疑義）  
存戶對於使用簽帳消費功能之消費明細如有疑義時，例如無此筆交易、重複扣款等，請立即向銀行詢問，並得依規定申請爭議款處理。詳情請洽銀行客服專線：0800-016-168。



## Individual Internet Banking/Mobile Banking Application and Service Agreement

### 兆豐國際商業銀行個人網路銀行/行動銀行業務服務契約約定條款

## Mega International Commercial Bank Individual Internet Banking /Mobile Banking Service Terms and Conditions

#### 第一條、銀行資訊

- (一) 銀行名稱：兆豐國際商業銀行
- (二) 申訴及客服專線：0800-016-168
- (三) 網址：<https://www.megabank.com.tw>
- (四) 地址：台北市吉林路 100 號
- (五) 傳真號碼：02-2356-7991、02-2356-7998
- (六) 銀行電子信箱：<https://www.megabank.com.tw/webitem/contact.asp>

#### Article 1. Bank Information

- (1) Bank Name: Mega International Commercial Bank
- (2) Complaint and Customer Service Hotline: 0800-016-168
- (3) Website: <https://www.megabank.com.tw>
- (4) Address: No. 100, Jilin Road, Taipei City
- (5) Fax: 02-2356-7991、02-2356-7998
- (6) Bank Email: <https://www.megabank.com.tw/webitem/contact.asp>

#### 第二條 契約之適用範圍

本契約係個人網路銀行暨行動銀行業務服務之一般性共同約定，除個別契約另有約定外，悉依本契約之約定；個人網路銀行服務網頁（網址：<https://ebank.megabank.com.tw>）所列示之內容為契約之一部分。

個別契約不得牴觸本契約，但個別契約對客戶之保護更有利者，從其約定。

申請書及其附件為本契約之一部分，與本契約有同一效力。

本契約條款如有疑義時，應為有利於消費者之解釋。

#### Article 2. Scope of Application

This agreement constitutes the general terms and conditions for Individual Internet Banking and Mobile Banking Services. Unless otherwise provided in individual contracts, the provisions of this agreement shall apply. The provisions listed on the webpage of Individual Internet Banking Services (website: <https://ebank.megabank.com.tw>) are integral parts of this agreement.

No individual contract shall conflict with this agreement, unless the individual contract provides more favorable protections for the Applicant.

The application form and its attachments are integral parts of and have the same effect as this agreement.

In case of any ambiguity with any clause of this agreement, an interpretation shall be made to the consumer's favor.

#### 第三條 名詞定義

- 一、「個人網路銀行暨行動銀行業務」：指客戶端電腦或特定手機平台(iOS、Android)經由網路與銀行電腦連線，無須親赴銀行櫃台，即可直接取得銀行所提供之各項金融服務。
- 二、「電子文件」：指銀行或客戶經由網路連線傳遞之文字、聲音、圖片、影像、符號或其他資料，以電子或其他以人之知覺無法直接認識之方式，所製成足以表示其用意之紀錄，而供電子處理之用者。
- 三、「數位簽章」：指將電子文件以數學演算法或其他方式運算為一定長度之數位資料，以簽署人之私密金鑰對其加密，形成電子簽章，並得以公開金鑰加以驗證者。
- 四、「憑證機構」：為一公正機構，受理客戶有關帳務或身分資訊電子憑證申請（目前銀行之電子憑證認證機構為台灣網路認證股份有限公司）。
- 五、「憑證」：指載有簽章驗證資料，用以確認簽署人身分、資格之電子形式證明。
- 六、「客戶申請憑證」：除使用本契約規定之範圍外，尚得使用於臺灣網路認證股份有限公司網站公告之應用範圍內，除此之外，客戶不得將該憑證作其他目的之使用。
- 七、「私密金鑰」：係指具有配對關係之數位資料中，由簽署人保有，用以製作數位簽章者。
- 八、「公開金鑰」：係指具有配對關係之數位資料中，對外公開，用以驗證數位簽章者。
- 九、「帳戶」：指訂約雙方以書面約定，作為客戶支付相關款項之指定活期性存款帳戶。
- 十、「行動銀行」：為個人網路銀行之延伸服務，提供申請個人網路銀行服務之客戶可使用特定手機平台 (iOS、Android)，下載銀行行動銀行軟體，使用銀行所提供之行動銀行各項服務。

#### Article 3. Definitions

1. "Internet Banking and Mobile Banking Services" means any financial service that may be acquired directly from the Bank by the Applicant through an Internet connection of its computer or Mobile phone platform (iOS/Android) to the Bank's computer, without visiting the bank counter in person.
2. "Electronic Document" means a record generated by the Bank or the Applicant through network transmitted text, sound, graphic, image, symbol or other data in an electronic or other manner that cannot be directly identified by human cognizance for the purpose of electronic processing.
3. "Digital Signature" means a certain length of digital data computed from an Electronic Document through arithmetic or other methods and encrypted by the signatory's Private key, forming an Electronic Signature that may be verified through a Public Key.
4. "Certification Organization" is an independent organization that processes Applications' applications for electronic certificates for accounts or identities (the Bank's current electronic certification organization is Taiwan-CA, Inc.)
5. "Certificate" means a proof in the electronic form with signature certification data that can be used to verify the signatory's identity and qualification. In addition to the usage within the scope provided in this agreement, the certificate granted to the Applicant may also be used within the scope of application as published on the website of Taiwan-CA, Inc. The Applicant shall not use the certificate for any other purpose.
6. "Private Key" means, among a set of matching digital data, the part that is kept by the signatory and used to generate a Digital Signature.
7. "Public Key" means, among a set of matching digital data, the part that is public and used to verify the Digital Signature.
8. "Account" means the designated current deposit account agreed upon by both parties in writing from which the Applicant will make relevant payments.
9. "Mobile Banking": It is an extension of online banking; the Applicant who applies for online banking services can use the specific mobile phone platform (iOS or Android) to download the Bank's mobile banking software to access various mobile banking services provided by the Bank.

#### 第四條 網頁之確認

客戶使用個人網路銀行前，請先確認個人網路銀行正確之網址，才使用個人網路銀行服務；並同意事先詳讀銀行公告或約定，及依照網路指示步驟操作，如因操作不當或其他任何非可歸責於銀行之事由，致有損及客戶權益情事發生時，客戶應自行負責。如有疑問，請電 0800016168 詢問。

銀行應以一般民眾得認知之方式，告知客戶個人網路銀行應用環境之風險。

銀行應盡善良管理人注意義務，隨時維護網站的正確性與安全性，並隨時注意有無偽造之網頁，以避免客戶之權益受損。

#### Article 4. Webpage Confirmation

Before using Internet Banking, the Applicant should first verify the correct web address. The Applicant also agrees to first read the Bank's publications or agreements carefully and operate in accordance with the steps instructed on the website. The Applicant shall be solely responsible for any damage to its interest due to improper operation or any other reason that is not attributable to the Bank. In case of any questions, please call 0800016168.

The Bank shall advise the Applicant of the risks involved in the Internet Banking application environment in a manner that can be understood by the general public.

The Bank shall exercise due care as a good administrator to maintain the correctness and security of the website at all times and shall exercise due care at all times as to whether there is any forged webpage in order to avoid jeopardy to the Applicant's interest.

#### 第五條 服務項目

銀行於個人網路銀行暨行動銀行提供存款、貸款、信用卡及理財等相關服務(個人網路銀行/行

動銀行相關服務內容，以銀行網站公告為準)。

銀行對於個人網路銀行網站記載之相關訊息，應確保其正確性，且對客戶所負義務不得低於網站之內容。

#### Article 5. Scope of Services

The Bank provides the deposit, mortgages, credit card and finance functions on the Individual Internet Banking and Mobile Banking (Individual Internet Banking and Mobile Banking relevant services based on the Bank's publication online)

The Bank shall ensure the correctness of relevant information provided on the Individual Internet Banking website and shall bear obligations to the Applicants that are not less than the provisions of the website.

#### 第六條 連線所使用之網路

銀行及客戶同意使用網路進行電子文件傳送及接收。

銀行及客戶應分別就各項權利義務關係與各該網路業者簽訂網路服務契約，並各自負擔網路使用之費用。

#### Article 6. Connection Network

The Bank and the Applicant agree to use the network for the transmission and reception of Electronic Documents.

The Bank and the Applicant shall each sign an Internet service contract with their respective Internet providers in relation to their rights and obligations and shall each bear the respective fees for Internet usage.

#### 第七條 電子文件之接收與回應

銀行接收數位簽章或經銀行及客戶同意用以辨識身分之電子文件後，除查詢之事項外，銀行應提供該交易電子文件中重要資訊之網頁供客戶再次確認後，即時進行檢核及處理，並將檢核及處理結果，以網頁、E-MAIL 或其他雙方約定之方式通知客戶，或客戶使用網站提供功能自行查詢。

銀行或客戶接收來自對方任何電子文件，若無法辨識其身分或內容時，視為自始未傳送，但銀行可確定客戶身分時，應立即將內容無法辨識之事實，以網頁、E-MAIL 或其他雙方約定之方式通知客戶，或客戶使用網站提供功能自行查詢。

#### Article 7. Receiving and Responding to Electronic Documents

Upon receipt of a Digital Signature or any Electronic Document used for identification as agreed upon by the Bank and the Applicant, other than consultation matters for which the Bank should provide the webpage showing important information in the Electronic Document of such transaction for the Applicant's double confirmation, the Bank shall perform verification and processing immediately. The results of the verification and processing shall be provided to the Applicant through the webpage, by email or in another manner agreed to by both parties. Alternatively, the Applicant may use the website function for its own viewing.

Upon receipt by the Bank or the Applicant or any Electronic Document from the other party, if the identity or message cannot be identified, it shall be deemed that such Electronic Document was never sent. However, if the Bank can ascertain the identity of the Applicant, it shall give immediate notice to the Applicant through the webpage, by email or any other manner agreed to by both parties about the fact that the message cannot be identified, or the Applicant can use the website function for viewing.

#### 第八條 電子文件之不執行

如有下列情形之一，銀行得不執行任何接收之電子文件：

- 一、有具體理由懷疑電子文件之真實性或所指定事項之正確性者。
- 二、銀行依據電子文件處理，將違反相關法令之規定者。
- 三、銀行因客戶之原因而無法於帳戶扣取客戶所應支付之費用者。

銀行不執行前項電子文件者，應同時將不執行之理由及情形，以網頁、E-MAIL 或其他雙方約定之方式通知客戶，或客戶使用網站提供功能自行查詢，客戶受通知後得以電話、E-MAIL 或其他雙方約定方式向銀行確認。

#### Article 8. Non-Execution of Electronic document

In case of any of the following events, the Bank will not execute any Electronic Document received:

1. There is a specific reason for having suspicion about the veracity of the Electronic Document or the correctness of the instructed matter.
2. The Bank's processing in accordance with the Electronic Document would breach an applicable law.
3. The Bank cannot debit the fee payable by the Applicant from the account due to the Applicant's reasons.

If the Bank does not execute the Electronic Document under the previous paragraph, it shall give notice to the Applicant about the reason for and status of non-execution through webpage, by email or in any other manner agreed to by both parties, and the Applicant may use the website function for its own viewing. Following such notice, the Applicant may confirm with the Bank by telephone, email or any other manner agreed to by both parties.

#### 第九條 電子文件交換作業時限

電子文件係由銀行電腦自動處理，客戶發出電子文件，經客戶依第七條第一項銀行提供之再確認機制確定其內容正確性後，傳送至銀行後即不得撤回。但未到期之預約交易在銀行規定之期限內，得撤回、修改。

若電子文件經由網路傳送至銀行後，於銀行電腦自動處理中已逾銀行營業時間（週一至週五之下午三時三十分）時，銀行應即以電子文件通知客戶，該筆交易將改於次一營業日處理或依其他雙方約定方式處理。

網路轉帳（外匯交易除外）交易時間不論是否為銀行營業日，銀行均提供二十四小時服務，若於銀行營業時間（週一至週五下午三時三十分）結束後繼續操作者，則視為次一營業日帳。

惟跨行轉帳每筆金額超過新臺幣二百萬元，該筆跨行轉帳之截止時間為週一至週五之下午三時三十分。於個人網路銀行繳稅，每筆金額須小於新臺幣 200 萬元，若繳稅金額超過新臺幣 200 萬元，客戶須至財政部網路繳稅服務網（<https://paytax.nat.gov.tw/>）繳納，於該網站辦理網路繳稅交易為二十四小時服務，倘繳交稅款屬逾期不受理之繳款類別，其截止繳稅時間為政府機關繳稅通知所載繳稅截止日當日二十四時。於財政部網路繳稅服務網辦理網路繳稅每日單筆金額及每日多筆累計金額均無限制。

銀行提供客戶二十四小時於個人網路銀行線上申請取消約定轉入帳戶，客戶如欲恢復請重新申請。

#### Article 9. Deadline for Electronic Document Exchange

Electronic Documents are processed automatically by the Bank's computers. Once an Electronic Document is sent and after the Applicant has confirmed the correctness of the message through the double verification system provided by the Bank under Paragraph 1, Article 7, the Applicant cannot withdraw the message. However, a scheduled transaction that is not yet due may be withdrawn or revised before the deadline prescribed by the Bank.

After an Electronic Document is sent to the Bank through the network, if the automatic processing by the Bank's computer is beyond the Bank's business hours (3:30 p.m., Monday to Friday), the Bank shall give notice to the Applicant immediately through an Electronic Document. Such transaction will be deferred to the following business day or processed in any other manner as agreed by both parties.

The Bank provides 24-hour services for online transfer (excluding foreign exchange transactions) on both banking and non-banking days. If the operation continues after the end of the Bank's business hours (3:30 p.m., Monday to Friday), it will be accounted for on the following business day.

However, for cross-bank transfer over NT\$2 Million one time, the deadline for such cross-bank transfer is 3:30 p.m., Monday to Friday. For tax payment through Internet Banking, each

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transaction is limited to **NT\$2 Million**. If the tax payment exceeds NT\$2 million, the Applicant must use the Online Tax Payment Services by the Ministry of Finance (<https://paytax.nat.gov.tw/>). This website provides 24-hour online tax payment services. If a certain tax payment will not be processed after the deadline, the deadline for the payment of such tax shall be 24:00 of the day of tax payment deadline specified in the tax form issued by the government authority. There is no amount limit per transaction or accumulated amount limit per day for tax payment on the tax payment website of the Ministry of Finance. The Bank provides the Applicant with a 24-hour online application through Internet Banking to cancel any designated receiving account or to suspend the payment function of any deposit account. To reinstate such functions, the Applicant must apply for the application again.

### 第十條 費用

客戶自使用本契約服務之日起，同意依銀行所訂之收費標準（詳本契約附表-「兆豐國際商業銀行電子金融業務收費標準一覽表」）繳納各項交易處理服務費及安裝設備費。銀行並將上開收費標準公告於營業場所及網站。前項交易處理服務費授權銀行於交易時自客戶之帳戶內自動扣繳，安裝設備費則應於申請時或展期時繳納；如未記載者，銀行不得收取。收費標準於訂約後如有調整，銀行應於銀行網站之明顯處公告其內容，並以網頁、E-MAIL 或其他雙方約定之方式使客戶得知調整之內容。前項之調整如係調高者，銀行應於網頁上提供客戶表達是否同意費用調高之選項。客戶未於調整生效日前表示同意者，銀行將於調整生效日起暫停客戶使用個人網路銀行一部之服務。客戶於調整生效日後，同意費用調整者，銀行應立即恢復本契約相關服務。前項銀行之公告及通知應於調整生效六十日前為之，且調整生效日不得早於公告及通知後次一年度之起日。

### Article 10 Fees

From the date of the Applicant's use of the services under this agreement, he/she agrees to pay all transaction processing services fees and security control device fees in accordance with the fee schedule established by the Bank (see attachment – Mega International Commercial Bank Electronic Financing Services Fee Schedule). The Bank will also publish such fee schedule in its business place and on its website. The Bank is authorized to debit the service processing service fees under the previous paragraph automatically from the Applicant's account upon transaction. The security control device fees shall be paid upon application or renewal. No charge shall be made by the Bank if it is not specified. Any change to the fee schedule following this agreement shall be published by the Bank in a conspicuous location of its website and the Applicant shall be advised of the revised provisions through the webpage, by email or in another manner agreed by both parties. If the change under the previous paragraph is an increase, the Bank shall provide the Applicant with an option on the webpage to state whether it agrees to the increased fee. If the Applicant does not make a specification before the effective date of the change, the Bank will suspend the Applicant's use of certain services of Internet Banking from the effective date of the change. If the Applicant agrees to the fee change after the effective date thereof, the Bank shall immediately re-instate the relevant services of Internet Banking. The Bank's publication and Notice under the previous paragraph shall be given 60 days before the effective date of the change and such effective date shall not be earlier than the first day of the year following the publication or Notice.

### 第十一條 客戶軟硬體安裝與風險

客戶申請使用本契約之服務項目，應自行安裝所需之電腦軟體、硬體，以及其他與安全相關之設備。安裝所需之費用及風險，由客戶自行負擔。前項軟硬體設備及相關文件如係由銀行所提供，銀行僅同意客戶於約定服務範圍內使用，不得為之轉讓、轉借或以任何方式交付第三人。銀行並應於網站及所提供軟硬體之包裝上載明進行本契約服務之最低軟硬體需求，且負擔所提供軟硬體之風險。客戶於本契約終止時，如銀行要求返還前項之相關設備，應以本契約特別約定者為限。

### Article 11. Installation and Risk of Application Software and Hardware

For any computer software and hardware that must be installed by the Applicant itself in filing an application to use the Services, as well as any other safety related equipment, the cost and risk required for the installation shall be borne by the Applicant. If any software, hardware equipment and relevant document under the first paragraph is provided by the Bank, the Bank only allows the Applicant to use such equipment and document to the extent of the agreed upon services, without any transfer, assignment or delivery to any third party in any manner. The Bank shall also specify the minimum software/hardware requirements on its website and the software/hardware that it provides and shall bear the risk of providing such software/hardware. Upon termination of this agreement and if the Bank requires that the relevant equipment under the previous paragraph be returned, it shall be limited to the special provisions under this agreement.

### 第十二條 客戶連線與責任

銀行與客戶有特別約定者，必須為必要之測試後，始得連線。客戶對銀行所提供之使用者代號、密碼、憑證及其它足以識別身分之工具，應負保管之責。客戶輸入密碼連續錯誤達三次時，銀行電腦即自動停止客戶使用本契約之服務。客戶如擬恢復使用，須重新申請個人網路銀行密碼。客戶於一年內如未曾使用本契約服務，登入時須先變更密碼，且不得與前一次相同，為降低密碼被人竊取之風險，銀行每年提醒客戶變更密碼。為保障客戶金融交易安全，客戶使用行動裝置啟動行動銀行時，如偵測疑似遭破解 (root 或 JB) 或於虛擬環境執行，將無法使用行動銀行服務。

### Article 12. Applications' Connection and Responsibility

When the Bank has a special agreement with the Applicant, connection shall only take place after the necessary test has been performed with the Bank. The Applicant is responsible for the safekeeping of the user code, passcode, certificate and other identification tools provided by the Bank. When the Applicant keys in any incorrect passcode under the previous paragraph three times or more, the Bank's computer will automatically suspend the Applicant's use of the Services. If the Applicant wishes to reinstate the use, a new application must be filed. If the Applicant does not use the services under this agreement for one year, the passcode must first be changed upon log-in and it must not be the same as the previous passcode. To lower the risk of passcode theft, the Bank will remind the Applicant to change the passcode every year. In order to ensure the security of customer financial transactions, when customer use mobile banking by mobile devices, if they are detected to be cracked (root or JB) or executed in a virtual environment, they will not be able to use mobile banking services.

### 第十三條 交易核對

銀行應於（1）一般卡（非商務卡）之信用卡對帳單：帳單結帳日後第七個營業日前；（2）存款對帳單：每月第七個營業日前以 E-MAIL 方式將客戶之帳單送至客戶所填寫之 E-MAIL ADDRESS 中，如因有非可歸責於銀行之事由致無法遞送時，該月即不再重送，但客戶得經由個人網路銀行自行查詢。銀行於每筆交易指示處理完畢後，以電子文件（如網頁、E-MAIL 等方式）或其他雙方約定之方式通知客戶。客戶應核對其結果有無錯誤，如有不符，應於使用完成之日起四十五日內，以電話、E-MAIL、書面或其他雙方約定之方式通知銀行查明。銀行應於每月對客戶以短信、E-MAIL 或其他雙方約定方式寄送上月之交易對帳單（該月無交易時不寄）。客戶核對後如認為交易對帳單所載事項有錯誤時，應於收受之日起四十五日內，以電話、E-MAIL、書面或其他雙方約定之方式通知銀行查明。銀行對於客戶之通知，應即進行調查，並於通知到達銀行之日起三十日內，將調查之情形或結果以書面方式覆知客戶。

### Article 13. Transaction Reconciliation

The Bank shall (1) Send a credit card statement for regular cards (non-business cards) 7 business days following the account closing date; (2) Send a deposit statement before the 7th business day of each month by email to the email address provided by the Applicant. If delivery fails due to any reason that is not attributable to the Bank, the statement for the month will not be re-sent. However, the Applicant may view the records through Internet Banking. After the Bank completes processing of each transaction instruction, it shall give notice to the Applicant through Electronic Document (such as the webpage or email) or in the manner agreed between the Bank and the Applicant. After each use of the services, the Applicant shall verify whether the result is correct. In case of any discrepancy, a notice for clarification shall be given to the Bank by

telephone, email, in writing or any other manner agreed by both parties within 45 days from the date of completed use. The Bank shall send the Applicant a transaction statement for the previous month by regular mail, email or any other manner agreed by both parties every month (except if there is no transaction in such month). If the Applicant believes that anything recorded in the transaction statement is incorrect after verification, a notice for clarification shall be given to the Bank by telephone, email, in writing or in any other manner agreed by both parties within 45 days from the receipt of the statement. The Bank shall conduct an investigation immediately upon the Applicant's notice. The status or results of the investigation shall be replied to the Applicant within 30 days from the date of delivery of the notice to the Bank.

### 第十四條 掛失

辦理電子金融憑證(智慧卡型)掛失，於銀行受理掛失停用並完成電腦登錄時生效，客戶欲取消掛失或重新申請，須攜帶身分證件、原留印鑑至銀行辦理。辦理金融卡或 I C 金融卡掛失，該掛失金融卡於下列時點起被冒用所生之損失，除 I C 金融卡預付消費未用餘額外，全數由銀行負擔：（1）提取現款、轉帳入戶及磁條卡轉帳消費者，於銀行受理掛失停用完成電腦登錄時；（2）屬 I C 金融卡之轉帳消費功能者，於銀行受理掛失之次日上午六時起。I C 金融卡掛失止付後，其卡片內原圈存之金額須於掛失止付日起十二日後始得支用。客戶欲取消掛失或申領新卡，須攜帶身分證件、原留存印鑑至原存行辦理。

### Article 14. Declaration of Loss

A declaration of loss for an Electronic Certificate (smart card) takes effect from the time the Bank processes the declaration and completes computer registration. If the Applicant wishes to cancel the declaration or wishes to file a new application, he/she must visit the Bank with his/her ID and original sample seal. For declaration of loss of an IC ATM Card or IC card, losses incurred due to fraudulent use of the lost card from the below point of time will be fully borne by the Bank, except prepaid and unused balance in the IC card: (1) For cash withdrawal, transfer and magnetic card transfer, from the time the Bank processes the declaration of loss and completes computer registration; (2) For IC card transfers, from 6:00 p.m. of the day following the Bank's processing of the declaration of loss. After a declaration of loss for an IC card, the balance inside the card shall only become available 12 days after the date of declaration of loss. If the Applicant wishes to cancel the declaration of loss or to apply for a new card, he/she must visit the original bank with ID and original sample seal.

### 第十五條 網路轉帳交易

網路轉帳交易之金額以新臺幣「元」為單位。客戶轉帳至其在銀行其他新臺幣帳戶無金額限制，轉帳至銀行第三人特定帳戶部分或跨行轉帳部分或非約定帳戶轉帳部分或繳費服務部分，每日及每月累計轉帳限額，每筆轉帳限額，由銀行以顯著方式於網路上公開揭示，銀行並得隨時調整或訂定之。客戶申請網路銀行交易功能並約定扣款帳號即預設開啟約定轉帳額度、繳費/繳稅、繳交信用卡、繳交貸款功能。開立活期性存款帳戶之客戶得申請以網路轉帳方式將該帳戶存款轉入客戶本人在銀行開立之其他帳戶，亦得事先以書面約定為跨行轉帳或轉入第三人在銀行開立之帳戶，凡申請以 e 碼寶買、行動安全碼或電子金融憑證辦理轉帳交易者，可向銀行申請轉入非約定帳戶轉帳之功能。轉入帳號如為銀行同業帳號時，有關之手續費同意銀行逕自客戶帳戶內扣取。網路轉帳交易包含客戶使用個人網路銀行及行動銀行之轉帳交易，轉帳限額合併計算個人網路銀行及行動銀行之交易金額。

預約轉帳可預約十二個月內之轉帳交易。預約交易可於到期日前一日，透過個人網路銀行取消前之預約交易。

預約外幣轉帳交易限原幣。若註銷使用個人網路銀行或帳戶結清，銀行將取消該帳戶所有未到期之預約交易。

個人之約定轉入帳戶，除本行本人帳號為立即生效外，其餘皆於設定後次日曆日生效。

客戶利用行動銀行辦理之預約轉帳，如屆至預約轉帳日雖已終止行動銀行，惟並未終止個人網路銀行轉帳服務及使用者代碼者，仍不影響該筆預約轉帳交易之進行。

以個人網路銀行或行動銀行等方式於營業時間外（含假日）辦理轉帳及匯款存入之活期性存款，皆於存入當日開始計息，當日之切換點以 24 時為基礎。

繳費及繳稅服務：個人網路銀行之繳費類別項目細項列示銀行網站，立約人可透過個人網路銀行繳交各項稅款，包括所得稅、營業稅、營所稅、牌照稅、房屋稅及地價稅等；繳稅交易時間不論是否為銀行營業日，銀行均提供二十四小時服務，各項稅款截止繳稅時間為政府機關繳稅通知所載繳稅截止日當日二十四時，逾期即無法受理，立約人須臨櫃繳納；每筆稅款金額須小於新臺幣 200 萬元。

數位存款帳戶相關轉帳規範請參見「兆豐國際商業銀行受理客戶以網路方式開立數位存款帳戶同意條款」。

### Article 15. Online Transfer

Minimum unit for online transfer is NT\$1. There is no amount limit for Application transfer to other NT\$ accounts with the Bank. For transfers to third party specific accounts with the Bank or cross-bank transfers, or transfers involving non-designated accounts or fee payment services, the accumulated amount limit per day and per month and the amount limit per transaction shall be published by the Bank in a conspicuous manner online. The Bank may change or establish such limits at any time.

Open the individual internet banking NT\$ transfer function and set the debit account then will open designated transfer limit and fee payment services (including credit card fee and loan payment).

Any Application with a current deposit account may file an application for the deposit in such account to be transferred to the Applicant's other accounts with the Bank through online transfer. A written agreement may also be entered into in advance for cross-bank transfer or transfer into a third party account with the Bank. In case of application for transfer with IC ATM Card, One Time Password, Mobile OTP or Electronic Certificate (Smart Card), an application may be filed with the Bank for transfer functions into non-designated d accounts. If the receiving account is a non-Mega Bank account, the Applicant agrees for the Bank to debit his/her account to pay for the applicable processing fee. Scheduled transfer may be made for the following 12 months. A scheduled transaction may be cancelled through Internet Banking up to the day preceding the due date.

Scheduled foreign currency transfers can only be made for the original currency. In case of a cancellation of Internet Banking or closure of accounts, the Bank will cancel all scheduled transactions that are not yet due with such account.

Personally designated receiving account shall take effect on two calendar days after the application date unless the applicant's own account of the Bank shall be effective immediately. If the Applicant uses Mobile Banking for scheduled transfer and if Mobile Banking has been terminated by the time of scheduled transfer date, but if the online banking transfer services or user code have not been terminated, the scheduled transfer shall still take place.

For transfers or deposits into current accounts through Internet Banking or Mobile Banking outside the business hours (including holidays), interest shall accrue from the date of credit. The cutoff point from day to day is based on 24 hours.

Fee and Tax Payment Services:

The types of fees that may be paid through Individual Internet Banking are listed on the Bank's website. The Applicant can pay taxes through Individual Internet Banking including income tax, business tax, business location tax, license tax, housing tax and land value tax, etc. The Bank provides 24-hour services for tax payment transactions on both banking days and non-banking days. The deadlines for tax payments are 24:00 on the payment deadlines specified on the tax forms issued by the government authorities. Payment after the deadline will not be processed and the Applicant must make payment at the counter. Tax payment cannot exceed NT\$2 Million per transaction.

For relevant regulations on transfers through digital deposit accounts, please refer to "Mega International Commercial Bank Agreement on Opening a Digital Deposit Account via the Internet."

### 第十六條 信託理財業務網路交易(含 ETF/外國股票//外國債券交易)

ETF/外國股票//外國債券之買進、賣出等交易時間悉依本行網路銀行內說明為準，如以網路為國外基金之單筆及定時（不）定額申購、轉換、回贖交易時，不論是否為銀行營業日，銀行均提供二十四小時服務，惟於每一營業日上午九時至下午三時之交易始為當日生效之交易，非營業時間內之交易，視為次日營業日或預約交易，欲取消非營業時間內之交易，須於生效日前為之，前開交易時間之限制，銀行得不經通知隨時調整，惟應以顯著方式於銀行網站上公告之。



## Individual Internet Banking/Mobile Banking Application and Service Agreement

網路下單交易所稱之營業日係指本國銀行營業日，惟遇國外例假日或其他休息日時，以國外次一營業日為基金交易日。

以網路申購基金/ETF/外國股票/外國債券時，申購最低金額依銀行相關作業規定辦理。特定金錢信託資金投資國內外有價證券交易完成後，銀行於兩個月內製作交易報告書，並至少每季度定期製作對帳單，以書面或電子檔案方式交付客戶，惟主管機關另有規定時，銀行將配合調整。

### Article 16. Trust Investment Transactions Online (including ETF/Foreign Stocks/Foreign Bonds Transactions)

The trading hours of buying and selling of ETF/Foreign Stocks/Foreign Bonds, which are subject to the instructions in the Bank's internet banking. In case of any single-transaction or recurring (non-fixed-amount subscription, conversion or redemption of any domestic or overseas fund online, the Bank will provide 24-hour services on both banking and non-banking days. **However, only transactions performed between 9:00 a.m. and 3 p.m. on each banking day shall be deemed a transaction taking effect on the same day. Any transaction performed outside such service hours shall be deemed a transaction on the following business day or a scheduled transaction.** Transactions outside the service hours can only be cancelled before the effective date. The Bank may change the above restrictions on transaction hours at any time without notice, provided that a publication must be made in a conspicuous manner on the Bank's website.

A "banking day" in terms of online transaction refers to domestic banking day. However, in case of any overseas weekend, holiday or other non-working day, the fund transaction day shall be the following overseas banking day.

When purchasing funds/ETFs/Foreign Stocks/Foreign Bonds online, the minimum purchase amount shall be handled in accordance with the relevant operating regulations of the bank. Following completion of any domestic or overseas securities transaction invested by a specific monetary trust fund, the Bank will prepare a transaction report within 2 months. A statement shall also be prepared at least on quarterly basis and provided to the Applicant in writing or through electronic file. However, in case of other regulations.

### 第十七條 無存單定存交易

新臺幣活期性存款或單一幣別之外匯活期性存款轉無存單定存，其每筆最低定存金額及存款期間及到期處理方式由客戶依銀行網路之指示選擇。

無存單定存之利率均依轉存當日銀行該定存期間之牌告利率。客戶於銀行營業時間結束後，仍可繼續轉存定存，惟視為次一營業日帳，利率則適用次一營業日定存牌告利率。無存單定存限於營業時間內辦理解約，且限轉入原先活期性存款轉出帳號，客戶除以網路辦理外，亦得至櫃台辦理，印鑑參照原轉出帳戶；營業時間外，限以預約解約方式於網路辦理解約。數位存款帳戶相關使用規範請參見「兆豐國際商業銀行受理客戶以網路方式開立數位存款帳戶同意條款」。

### Article 17. Term Deposit without Deposit Form

For any conversion of NT\$ current deposits or foreign-currency current deposits into term deposits without deposit form, the minimum amount of term deposit, the deposit period and the handling upon expiry shall be selected by the depositor in accordance with the instructions under Internet Banking. The interest rates for term deposits without deposit form shall be based on the rates applicable to the deposit periods as published by the Bank on the date of transfer deposit. The Applicant may still engage in term deposit transfer after the Service Hours of the Bank, provided that such transaction shall be accounted for on the following business day and the term deposit interest rate published on the following business day shall be applicable. Termination of any term deposit contract without deposit form shall be limited to credit into the original current deposit account from which the deposit was transferred. In addition to online transactions, the depositor may also engage in such transactions at the counter. The sample seal shall be that registered for the original account from which the deposit was transferred. Outside the business hours, contract termination online must be scheduled. For relevant regulations on transfers through digital deposit accounts, please refer to "Mega International Commercial Bank Agreement on Opening a Digital Deposit Account via the Internet."

### 第十八條 線上外匯交易

線上外匯交易於銀行營業時間內（營業日之上午九時十分至下午三時三十分）及營業時間外（營業日 16:30 至次一營業日 08:00，含假日）可辦理交易，惟營業時間外交易不含交叉換匯，且轉出轉入帳戶限同一人。線上外匯交易係指銀行掛牌之外幣對新臺幣以及銀行掛牌之外幣對外幣之當日即期外匯交易。客戶得至銀行櫃台領取外匯水單。

客戶與銀行線上外匯交易每筆最高金額依網路揭示金額為準。

客戶申請個人網路銀行預設開設網路外匯申報服務。

每日外匯結匯交易累計超過等值新臺幣五十萬元時，須加簽電子簽章後傳送至銀行。銀行確認電子簽章相符後，將客戶所填製之網路外匯交易清單暨媒體及其他規定文件，隨同外匯交易日報送中央銀行。

客戶辦理國際網路外匯申報，應參考銀行網站提供之填寫申報書輔導說明，並就銀行網站提供之申報書樣式確實填報。

客戶利用國際網路辦理外匯申報經查獲有申報不實情形者，其日後有關外匯申報事宜，應至銀行櫃台辦理。

銀行得視外匯市場狀況或系統因素，於網站公告後，暫停/恢復線上外匯交易。

線上外匯交易最低交易金額為等值新臺幣壹百元。

### Article 18. Online Foreign Exchange Transactions

Online foreign exchange transaction is during the Bank's business hours (from 9:10 a.m. to 3:30 p.m. on business days) and non-business hours (from 4:30 p.m. to 8:00 a.m., including holiday). However, online foreign exchange transaction during non-business hours don't including cross rate and the debit and the beneficiary account must be the same person's account. The transaction refers to the daily spot transaction of the exchange of the Bank's listed foreign currencies for the New Taiwan dollar and exchange between the Bank's listed foreign currencies. The Applicant may obtain a foreign exchange memo at the Bank's counter. The amount limit for online foreign exchange transaction between the Applicant and the Bank is as published online.

Open the individual internet banking services will open online foreign exchange declaration. If the accumulated amount of foreign exchange transactions exceeds the equivalent of NT\$500,000 per day, an Electronic Signature must also be sent to the Bank. After verification of the Applicant's Electronic Signature, the Bank shall submit to the Central Bank the online foreign exchange transaction list and media completed by the Applicant, the approval document of the Central Bank and other required documents, together with the foreign exchange trading date.

To make an Internet foreign exchange filing, the Applicant shall refer to the instructions for completing the application form provided on the Bank's website and shall duly complete information in accordance with the format of the application form provided on the Bank's website. If any foreign exchange filing made by the Applicant through the Internet is found to be false, all subsequent foreign exchange related filings shall be done at the Bank's counters. The Bank may suspend/reinstate online foreign exchange transactions based on the status of the foreign exchange market or due to system reasons, following a publication online.

Minimum transaction amount for online foreign exchange transaction is the equivalent of NT\$100.

### 第十九條 黃金存摺交易

個人網路銀行黃金存摺交易時間為銀行營業日之上午九時至下午三時三十分，每筆交易限額另於銀行網站公告之，其中購、回售交易另約定帳戶且對應帳戶僅限銀行本人新臺幣或外匯活期性存款帳戶，外幣帳戶僅限美元交易，黃金存摺之申請、回售交易不受轉出帳號約定限額之限制。

### Article 19. Gold Passbook Transactions

The service hours for Internet Banking Gold Passbooks are from 9:00 a.m. to 3:30 p.m. of each banking day. The transaction limit will be published on the Bank's website. The account from which subscription, or sale-back transactions may be made must be an NT\$ or foreign-currency current deposit account with the Bank in the name of the Applicant. Only US Dollar transactions may be processed for foreign-currency accounts. The amount limit applicable to the payment account shall not apply to the subscription or sale-back transactions under Gold Passbook.

### 第二十條 履行個人資料保護法告知義務

由於個人資料之蒐集，涉及客戶的隱私權益，銀行向客戶蒐集個人資料時，依據個人資料保護法(以下稱個資法)第八條第一項規定，應明確告知客戶下列事項：

- 一、蒐集者名稱(即兆豐國際商業銀行)
- 二、蒐集之目的

三、個人資料之類別

四、個人資料利用之期間、地區、對象及方式

五、當事人依個資法第三條規定得行使之權利及方式

六、當事人得自由選擇提供個人資料時，不提供將對其權益之影響。

有關銀行蒐集客戶個人資料之目的、個人資料類別及個人資料利用之期間、地區、對象及方式等內容，客戶可至銀行網站 (<https://www.megabank.com.tw>) 查詢。

依據個資法第三條規定，客戶就銀行保有客戶之個人資料得行使下列權利：

一、除有個資法第十條所規定之例外情形外，得向銀行查詢、請求閱覽或請求製給複製本，惟銀行依個資法第十四條規定得酌收必要成本費用。

二、得向銀行請求補充或更正，惟依個資法施行細則第十九條規定，客戶應適當聲明其原因及事實。

三、銀行如有違反個資法規定蒐集、處理或利用客戶之個人資料，依個資法第十一條第四項規定，客戶得向銀行請求停止蒐集。

四、依個資法第十一條第二項規定，個人資料正確性有爭議者，得向銀行請求停止處理或利用客戶之個人資料。惟依該項但書規定，銀行因執行業務所必須並註明其爭議或經客戶書面同意者，不在此限。

五、依個資法第十一條第三項規定，個人資料蒐集之特定目的消失或期限屆滿時，得向銀行請求刪除、停止處理或利用客戶之個人資料。惟依該項但書規定，銀行因執行業務所必須或經客戶書面同意者，並經註明其爭議者，不在此限。

客戶如欲行使上述個資法第三條規定之各項權利，有關如何行使之方式，得向銀行客服(0800-016168) 詢問或於銀行網站 (網址: <https://www.megabank.com.tw>) 查詢。

客戶得自由選擇是否提供相關個人資料及類別，惟客戶所拒絕提供之個人資料及類別，如果是辦理業務審核或作業所需之資料，銀行可能無法進行必要之業務審核或作業而無法提供客戶相關服務或無法提供較佳之服務。

### Article 20. Notice under the Personal Information Protection Act

Considering that the collection of personal information involves the Applicant's privacy, in collecting personal information from the Applicant, the Bank shall clearly advise the Applicant of the following in accordance with Paragraph 1, Article 8 of the Personal Information Protection Act (hereinafter the "Personal Information Act"):

1. Collector's name (i.e., Mega International Commercial Bank)
2. Purpose of collection.
3. Type of personal information.
4. Period, territory, target and manner of use of the personal information.
5. The manner in which the Applicant may exercise his/her rights in accordance with Article 3 of the Personal Information Act.
6. When the Applicant may freely choose to provide personal information, the impact on the Applicant's right if the Application chooses not to provide the information.

The Applicant may consult the purposes of the Bank's collection of the Applicant's personal information, the types of personal information collected and the periods, territories, targets and manners of use of such personal information on the Bank's website (<https://www.megabank.com.tw>). In accordance with Article 3 of the Personal Information Act, the Applicant may exercise the following rights in relation to its personal information maintained by the Bank:

1. Other than the exceptional cases listed under Article 10 of the Personal Information Act, the Applicant may consult, ask to view or as for copies of the information, provided that the Bank may charge a reasonable fee in accordance with Article 14 of the Personal Information Act.
2. The Applicant may ask the Bank to supplement or correct the information, provided that the Applicant shall duly clarify the reasons and facts in accordance with Article 19 of the Enforcement Rules of the Personal Information Act.
3. If the Bank collects, processes or uses the Applicant's personal information in breach of the Personal Information Act, the Applicant may ask the Bank to stop the collection in accordance with Paragraph 4, Article 11 of the Personal Information Act.
4. In case of a dispute about the correctness of the personal information, the Applicant may ask the Bank to stop the processing or use of its personal information in accordance with Paragraph 2, Article 11 of the Personal Information Act, provided that, in accordance with the proviso of such Paragraph, such instruction shall not be applicable for information that is required by the Bank for the purpose of performing its activities, with specification of the dispute, or information for which the Applicant has granted a written consent.
5. In accordance with Paragraph 3, Article 11 of the Personal Information Act, when the specific purpose for the collection of the personal information ceases to exist or upon expiry of the term, the Applicant may ask the Bank to delete, stop processing or use the Applicant's personal information, provided that, in accordance with the proviso of such Paragraph, such instruction shall not be applicable for information that is required by the Bank for the purpose of performing its activities or information for which the Applicant has granted a written consent (and indicate the disputed ones).

If the Applicant wishes to exercise any of the above rights in accordance with Article 3 of the Personal Information Act, it may seek information about the manners in which such rights may be exercised from the Bank's customer service (0800016168) or on the Bank's website (<https://www.megabank.com.tw>).

The Applicant may freely choose whether or not to provide the relevant personal information and the types of information provided. However, if the personal information or the type of information that the Applicant refuses to provide is required for an activity to be approved or processed, the Bank may not be able to engage in such approval or processing and thus cannot provide the Applicant with the relevant services, or may not be able to provide better services.

### 第二十一條 電子文件錯誤之處理

客戶利用本契約之服務，其電子文件如因不可歸責於客戶之事由而發生錯誤時，銀行應協助客戶更正，並提供其他必要之協助。

前項服務因可歸責於銀行之事由而發生錯誤時，銀行應於知悉時，立即更正，並同時以電子文件、電話、E-MAIL、書面或其他雙方約定之方式通知客戶。

客戶利用本契約之服務，其電子文件因可歸責於客戶之事由而發生錯誤時，倘屬客戶申請或操作轉入之金融機構代號、存款帳號或金額錯誤，致轉入他人帳戶或誤轉金額時，一經客戶通知銀行，銀行應即辦理以下事項：

- 一、依據相關法令提供該筆交易之明細及相關資料。
- 二、通知轉入行協助處理。
- 三、回報處理情形。

### Article 21. Handling Incorrect Electronic Documents

In case of any incorrect Electronic Document during the Applicant's use of the Services for any reason that is not attributable to the Applicant, the Bank shall help the Applicant make corrections and shall provide other necessary assistance.

In case of any error in such services for any reason that is attributable to the Bank, the Bank shall make corrections immediately upon its knowledge of such event and a notice shall be given to the Applicant at the same time through Electronic Document, telephone, email, in writing or in the manner agreed between the Bank and the Applicant.

During the Applicant's use of the services under this agreement, in case of any errors in any Electronic Document for any reason that is attributable to the Applicant and if the Applicant's application or operation includes any errors in the code of the receiving financial institution, deposit account number or amount, resulting in the transfer into another person's account or a mistake in the amount, once notice is given by the Applicant to the Bank, the Bank shall immediately carry out the following:

1. Provide the details and relevant information of the transaction in accordance with applicable laws.
2. Give notice to the receiving bank to seek assistance.
3. Provide feedback about the handling status.

### 第二十二條 電子文件之合法授權與責任

銀行及客戶應確保所傳送至對方之電子文件均經合法授權。

銀行或客戶於發現有第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，應立即以電子文件（如網頁、E-MAIL）、電話、書面、平信或其他雙方約定方式通知他方停止使用該服務並採取防範之措施。

銀行接受前項通知前，對第三人使用該服務已發生之效力，由銀行負責。但有下列任一情形者，不在此限：

## Individual Internet Banking/Mobile Banking Application and Service Agreement

- 一、銀行能證明客戶有故意或過失。
- 二、銀行依前項雙方約定方式通知交易核對資料或帳單後超過四十五日，惟客戶有特殊事由（如長途旅行、住院等）致無法通知者，以該特殊事由結束日起算四十五日，但銀行有故意或過失者，不在此限。
- 針對第二項冒用、盜用事實調查所生之鑑識費用由銀行負擔。

### Article 22. Legal Authorization and Liability for Electronic Documents

The Bank and the Applicant shall ensure that all Electronic Documents sent to the other party are legally authorized.

Upon discovery by the Bank or the Applicant of any unauthorized third party use or fraudulent use of the user code, passcode, certificate, private key or any other act without legal authorization, a notice shall be sent to the other party immediately through Electronic Document (such as the webpage, email), by telephone, in writing, regular letter or in any other manner agreed by both parties to suspend the use of such service and shall undertake precautionary measures.

Before the Bank receives the notice under the previous paragraph, the Bank shall be liable for any effect already taken place by the third party's use of the services, except if there is any of the following events:

1. The Bank can prove the Applicant's willful conduct or negligence.
2. The Bank exceeded the period of 45 days for sending the notice in the manner agreed by both parties under the previous paragraph following transaction verification information or statement.

However, such period of 45 days shall start after any of the Applicant's special reason for not receiving the notice (such as long-distance travel, hospitalization, etc.) ceases to exist, except if the Bank has any willful conduct or negligence.

In relation to any fraudulent or unauthorized use under the second paragraph, the Bank shall bear the appraisal fee incurred from the investigation.

### 第二十二條 資訊系統安全

銀行及客戶應各自確保所使用資訊系統之安全，防止非法入侵、取得、竄改、毀損業務紀錄或客戶個人資料。

第三人破解銀行資訊系統之保護措施或利用資訊系統之漏洞爭議，由銀行就該事實不存在負舉證責任。

第三人入侵銀行資訊系統對客戶所造成之損害，由銀行負擔。

### Article 23. Information System Security

The Bank and the Applicant shall each ensure the security of the information system that they use respectively to prevent illegal hacking, access, alteration, damage to business records or the Applicants' personal information.

In case of any dispute about the protection measure against third party hacking into the Bank's information system or use of any loophole in the information system, the Bank bears the burden of proof about the non-existence of such facts.

The Bank shall be liable for any damage suffered by the Applicant due to third party hacking into the Bank's information system.

### 第二十四條 保密義務

除其他法律規定外，銀行應確保所交換之電子文件因使用或執行本契約服務而取得客戶之資料，不洩漏予第三人，亦不可用於與本契約無關之目的，且於經客戶同意告知第三人時，應使第三人負本條之保密義務。

前項第三人如不遵守此保密義務者，視為本人義務之違反。

### Article 24 Confidentiality

Unless otherwise provided by law, the Bank shall ensure that no Electronic Document exchanged or any information about the Applicant acquired from the use or execution of the services under this agreement shall be disclosed to any third party, nor shall any such information be used for any purpose other than this agreement. If the information is provided to any third party with the Applicant's consent, the third party shall be bound by the confidentiality obligations under this Article. Any breach of confidentiality obligations by any third party under the previous paragraph shall be deemed a breach by the Applicant.

### 第二十五條 損害賠償責任

銀行及客戶同意依本契約傳送或接收電子文件，因可歸責於當事人一方之事由，致有遲延、遺漏或錯誤之情事，而致他方當事人受有損害時，該當事人應就他方所生之損害負賠償責任。

### Article 25. Compensation

The Bank and the Applicant agree that, in case of any delay, omission or error in the transmission or reception of any Electronic Document in accordance with this agreement due to any reason that is attributable to either party, resulting in any damage to the other party, the first party shall be liable for the damages suffered by the other party.

### 第二十六條 紀錄保存

銀行及客戶應保存所有交易指示類電子文件紀錄，並應確保其真實性及完整性。客戶如未保存者，推定以銀行所保存之紀錄為真正。

銀行對前項紀錄之保存，應盡善良管理人之注意義務，保存期限為五年以上，但其他法令有較長規定者，依其規定。

### Article 26. Record Keeping

The Bank and the Applicant shall maintain all Electronic Documents including transaction instructions and shall ensure that the records are correct and complete. If the Applicant fails to maintain any record, the record maintained by the Bank shall be presumed correct.

The Bank shall exercise the due care as a good administrator in the safekeeping of the records under the previous paragraph. The maintenance period shall be at least 5 years, unless the law provides for a longer period.

### 第二十七條 電子文件之效力

銀行及客戶同意以電子文件作為表示方法，依本契約交換之電子文件，其效力與書面文件相同。但法令另有排除適用者，不在此限。

### Article 27. Effect of Electronic Documents

The Bank and the Applicant agree that Electronic Documents exchanged in accordance with this agreement shall have the same effect as written documents, unless otherwise provided by law.

### 第二十八條 客戶終止契約

客戶得隨時終止本契約，但應親自、書面或其他雙方約定方式辦理。

### Article 28. Termination by Applicant

The Applicant may terminate this agreement at any time, provided that it shall be done personally or in another manner agreed by both parties.

### 第二十九條 銀行暫停交易及終止契約

客戶有下列情事之一者，銀行得隨時暫停存款帳戶及其個人網路銀行業務之服務或暫時停止或終止業務關係：

- 一、不配合核對或重新核對身分者。
- 二、提供不實資料開立帳戶者。
- 三、利用帳戶從事詐欺、洗錢等不法行為者。
- 四、帳戶經查屬偽冒開戶者。
- 五、帳戶經通報為警示帳戶者。
- 六、帳戶屬衍生管制帳戶者。
- 七、帳戶發生異常交易之情形。
- 八、不配合銀行定期審視、更新客戶資料。
- 九、對交易之性質與目的或資金來源不願配合說明者。
- 十、帳戶往來資金疑似源自貪瀆或濫用公共資產時。
- 十一、拒絕提供實質受益人或對客戶行使控制權之人等資訊。

銀行終止本契約時，須於終止日三十日前以書面通知客戶，但客戶有下列情事之一者，銀行得隨時以書面或其他雙方約定方式通知客戶終止本契約：

- 一、客戶未經銀行同意，擅自將契約之權利或義務轉讓第三人者。
- 二、客戶依破產法聲請宣告破產或消費者債務清理條例聲請更生、清算程序者。
- 三、客戶違反本契約第二十四條至第二十六條之約定者。
- 四、客戶違反本契約之其他約定，經催告改善或限期請求履行未果者。
- 五、客戶為資恐防制法指定制裁之個人、法人或團體，或外國政府或國際組織認定或追查之恐怖分子或團體。

### Article 29. Suspension and Termination by the Bank

If the Applicant has any of the following events, the Bank may suspend the deposit account and the Internet Banking services at any time or temporarily suspend or terminate business relationships:

1. Failure to cooperate with identity verification or re-verification.
2. Provision of false information to open an account.
3. Use the account to engage in illegal conduct such as fraud or money laundering.
4. It is discovered that the account was opened in a fraudulent manner.
5. The account is reported as an alert account.
6. The account is an account of derivative control.
7. Anomalous transactions in the account.
8. Failure to cooperate with regular review and update of Application information by the Bank.
9. Failure to provide explanation about the nature and purpose of transaction or the source of funding.
10. Account deals with funds that are suspicious of corruption or abuse of public assets.
11. The Applicant refuses to provide information of the actual beneficiary or the person exercising control over the Applicant.

When the Bank terminates this agreement, it must give a 30-day prior written notice to the Applicant before the termination date. However, if the Applicant has any of the following events, the Bank may terminate this agreement at any time in writing or in another manner agree by both parties:

1. The Applicant assigns its contract rights or obligations to a third party without the Bank's consent.
2. The Applicant petitions for bankruptcy in accordance with the Bankruptcy Act or petitions for recovery or liquidation in accordance with the Consumer Debt Cleanup Act.
3. The Applicant breaches any provisions under Articles 24 to 26 of this agreement.
4. The Applicant breaches any other provision of this agreement and fails to remedy the breach or perform before the notified deadline.
5. The Applicant is an individual, institution, or group that is sanctioned according to the Counter-Terrorism Financing Act or a terrorist or group identified or traced by a foreign government or international organizations.

### 第三十條 契約修訂

客戶同意日後若銀行推出新產品或有關服務項目時，銀行得隨時增訂該項新產品或有關服務項目之約定內容，並將其公告於銀行官方網站。

本契約條款如有修改或增刪時，銀行以書面、網站公告、登入網頁說明、E-MAIL 或其他雙方約定方式通知客戶後，客戶於七日內不為異議者，視同承認該修改或增刪約款。但下列事項如有變更，應於變更前六十日以前以書面、網站公告、登入網頁說明、E-MAIL 或其他雙方約定方式通知客戶，並於該書面、網站公告、登入網頁說明、E-MAIL 或其他雙方約定方式以顯著明確文字載明其變更事項、新舊約款內容，警告知客戶得於變更事項生效前表示異議，及客戶未於該期間內異議者，視同承認該修改或增刪約款；並告知客戶如有異議，應於前項得異議時間內通知銀行終止契約：

- 一、第三人冒用或盜用使用者代號、密碼、憑證、私密金鑰，或其他任何未經合法授權之情形，銀行或客戶通知他方之方式。
- 二、其他經主管機關規定之事項。

### Article 30. Contract Amendment

The Applicant agrees that if the Bank launches a new product or relevant services in the future, the Bank may add and revise the agreed content of the new product or relevant services at any time and announce it on the Bank's official website.

In case of any revision, addition or deletion of any terms and conditions of this agreement and after the Bank gives notice to the Applicant in writing, website publication, statement on log-in page, email or any other manner agreed by both parties, if the Applicant does not voice an objection within 7 days, the Applicant shall be deemed to have agreed to such revision, addition or deletion. However, if any of the following matters is changed, a notice shall be given to the Applicant in writing, by website publication, statement on log-in page, email or in any other manner agreed by both parties 60 days before the change, specifying the changes, the new provision versus the old provision and advising the Applicant that an objection may be filed before the change takes effect and that if the Applicant does not voice an objection during such period, the Applicant shall be deemed to have agreed to the revision, addition or deletion. The Applicant shall also be advised that, if there is any objection, a notice should be given to the Bank to terminate the agreement before the objection period under the previous paragraph.

1. A third party uses the user code, passcode, certificate, private key in any unauthorized or fraudulent manner, or in any other manner without legal authorization, and the Bank or the Applicant has given notice to the other party.
2. Other situations provided by the competent authority.

### 第三十一條 消費者權益保護事項

**本契約服務係一經提供即為完成之線上服務，銀行茲依消費者保護法第十八條第一項第四款規定，聲明本契約服務不適用消費者保護法第十九條第一項有關解除權之規定。**

**本契約服務衍生之相關問題，立約人得以書面(地址：台北市中山區吉林路 100 號)或電話(服務電話：0800-016168)方式，向銀行提出申訴。**

### Article 31. Consumer Protection

**The services under the agreement are online services that are completed immediately upon provision. In accordance with Subparagraph 4, Paragraph 1, Article 18 of the Consumer Protection Act, the Bank declares that the provisions about termination right under Paragraph 1, Article 19 of the Consumer Protection Act shall not be applicable to the services under this agreement. Any questions arising out of the services hereunder may be subject to a complaint filed by the Applicant with the Bank in writing (Address: No. 100, Jiling Road, Zhongshan District, Taipei City) or by telephone (Service Hotline: 0800-016168).**

### 第三十二條 文書送達

客戶同意以留存於銀行之地址為相關文書之送達處所，倘客戶之地址變更，應即以書面或其他雙方約定方式通知銀行，並同意改依變更後之地址為送達處所；如客戶未以書面或依其他雙方約定方式通知變更地址時，銀行仍以最終客戶留存於銀行或最後通知銀行之地址為送達處所。銀行對客戶所為之通知發出後，經通常之郵遞期間，即推定為已送達。

### Article 32. Document Delivery

The Applicant agrees to use the address kept in the bank as the place of delivery address of relevant documents. If the Applicant changes its address, it shall give swift notice to the Bank in writing or in other agreed manners and the Applicant agrees for the new address to be the delivery address.

If the Applicant fails to give notice about change of address in writing or in the agreed manner, the Bank remains with the bank as the end customer or the last address known to the Bank as the delivery address. Any notice issued by the Bank to the Applicant shall be deemed delivered following the lapse of the normal posting time.

### 第三十三條 法令適用

本契約之準據法為中華民國法律。

### Article 33. Governing Law

The governing law of this agreement is the law of the Republic of China.

### 第三十四條 法院管轄

因本契約而涉訟者，銀行及客戶同意以首次受理本業務申請之國內銀行營業單位所在地之地方法院或臺灣、臺北、地方法院為第一審管轄法院。但不得排除消費者保護法第四十七條或民事訴訟法第四百三十六條之九規定之適用。法律有專屬管轄規定者，從其規定。

### Article 34. Jurisdiction

In case of litigation due to this agreement, the Bank and the Applicant agree that the district court of the place where the domestic bank business unit that processed the initial application for the services is located or the Taiwan Taipei District Court shall be the first-instance court of jurisdiction. However, the application of Article 47 of the Consumer Protection Act or Article 436-9 of the Code of Civil procedure shall not be excluded. In case of any statutory provision about exclusive jurisdiction, such provision shall apply.

### 第三十五條 標題

本契約各條款標題，僅為查閱方便而設，不影響契約有關條款之解釋、說明及瞭解。

### Article 35. Headings

The headings in this agreement are for the sole purpose of facilitating viewing and shall not impact the interpretation, explanation or understanding of the relevant clauses.

### 第三十六條 不當使用之解約

如經銀行研判客戶帳戶有疑似不當使用之情事時，銀行得逕自終止客戶使用提款卡、語音轉帳、網路轉帳及其他電子支付之轉帳，提款卡並得收回作廢。

### Article 36. Termination for Undue Usage

If the Bank determines that the Applicant's account may have been used improperly, the Bank may terminate the Applicant's use of any ATM card, voice account transfer, online transfer and other electronic payments forthwith. The ATM card may be collected and cancelled.

### 第三十七條 契約分存

本契約壹式貳份，由銀行及客戶各執壹份為憑。

### Article 37. Copies of Contract

This agreement is made in two copies. Each of the Bank and the Applicant shall keep one copy.



# 個人網路銀行/行動銀行業務申請書暨服務契約

## Individual Internet Banking/Mobile Banking Application and Service Agreement

### 兆豐國際商業銀行電子金融業務收費標準一覽表

### Mega International Commercial Bank Electronic Financing Services Fee Sheet

費用項目 Item				收費標準 Basic Charge
交易處理服務費 Transaction Processing Service	全球金融網 Global eBanking	新臺幣 NT Dollars	跨行轉帳 Cross-bank transfers	NT\$200 萬元(含)內：NT\$15 元/每筆。 超過 NT\$200 萬元：每增加 NT\$100 萬元(含)(未滿 NT\$100 萬元，以 NT\$100 萬元計)加收 NT\$10 元。 Below NT\$2 Million (inclusive): NT\$15/transaction. Over NT\$2 Million: NT\$10 per additional NT\$1 Million (inclusive) (less than NT\$1 million, calculated as NT\$1 million).
		外幣 Foreign Currency	國內轉帳至海外聯網帳戶；或境外帳戶及國內帳戶間轉帳 Domestic to overseas network account; or transfers between offshore account and domestic account	等值 NT\$300 元/每筆。Equivalent of NT\$300/transaction.
			海外聯網互轉或轉回國內帳戶；或境外帳戶轉聯行境外帳戶 Transfers among overseas network accounts or to domestic account; or offshore account to another offshore account in cooperating bank	等值 NT\$500 元/每筆。(海外分行之收費標準,依海外分行規定辦理。) Equivalent of NT\$500/transaction. (Fee schedule in overseas branch subject to the regulations of such branch.)
		基金 Fund	申購(限主用戶) Subscription (Main User only)	每筆依基金公司公告申購手續費率 5 折計收。 50% of subscription process fee per transaction published by fund manager.
			轉換(限主用戶) Conversion (Main User only)	每筆收取等值 NT\$500 元,如基金公司公開說明書有另訂收費率者,從其規定,另行加收。 Equivalent of NT\$500 per transaction, unless otherwise provided in the fund manager's prospectus.
			贖回(限主用戶) Redemption (Main User only)	贖回依信託本金之 0.2% 年率計收(最低為等值 NT\$200 元)。 0.2% per annum on the trust principal (minimum equivalent of NT\$200).
	個人網路銀行 Internet Banking	新臺幣 NT Dollars	跨行轉帳 Cross-bank transfers	ATM 管道 By ATM NT\$15 元/每筆。NT\$15/transaction.
			跨行通匯管道 By cross-bank remittance	NT\$200 萬元(含)內：NT\$15 元/每筆。 超過 NT\$200 萬元：每增加 NT\$100 萬元(含)(未滿 NT\$100 萬元，以 NT\$100 萬元計)加收 NT\$10 元。 Below NT\$2 Million (inclusive): NT\$15/transaction. Over NT\$2 Million: NT\$10 per additional NT\$1 Million (inclusive) (less than NT\$1 million, calculated as NT\$1 million).
		外幣 Foreign Currency	國外匯款或國內轉帳至海外聯網帳戶 Overseas transfers or domestic transfers to overseas network account	等值 NT\$300 元/每筆。Equivalent of NT\$300/transaction.
			海外聯網互轉或轉回國內帳戶 Transfers among overseas network accounts or transfers back to domestic account	等值 NT\$500 元/每筆。(海外分行之收費標準,依海外分行規定辦理。) Equivalent of NT\$500/transaction. (Fee schedule in overseas branch subject to the regulations of such branch.)
			匯入款解付 Online payment of inward remittance	按原匯款金額 0.05% 計收(手續費最低 NT\$200、最高 NT\$800)。 0.05% of the original remittance amount. (minimum equivalent of NT\$200, maximum equivalent of NT\$800).
		基金 Fund	申購(含 ETF/外國股票交易) Subscription (including ETF/Foreign stocks)	每筆依基金公司公告申購手續費率 5 折計收。 50% of subscription process fee per transaction published by fund manager.
			轉換 Conversion	每筆收取等值 NT\$500 元,如基金公司公開說明書有另訂收費率者,從其規定,另行加收。 Equivalent of NT\$500 per transaction, unless otherwise provided in the fund manager's prospectus.
			贖回(含 ETF/外國股票交易) Redemption (including ETF/Foreign stocks)	贖回依信託本金之 0.2% 年率計收(最低為等值 NT\$200 元)。 0.2% per annum on the trust principal (minimum equivalent of NT\$200).
	EDI 電子	新臺幣	跨行轉帳 Cross-bank transfers	NT\$200 萬元(含)內：NT\$18 元/每筆(公庫付款每筆固定為 NT\$18 元)。 超過 NT\$200 萬元：每增加 NT\$100 萬元(含)(未滿 NT\$100 萬元，以 NT\$100 萬元

# 個人網路銀行/行動銀行業務申請書暨服務契約

## Individual Internet Banking/Mobile Banking Application and Service Agreement

	轉帳系統 EDI Electronic Transfer System	NT Dollars			計) 加收 NT\$10 元。 Below NT\$2 Million (inclusive): NT\$18/transaction (fixed fee NT\$18 per treasury payment) Over NT\$2 Million: NT\$10 per additional NT\$1 Million (inclusive) (less than NT\$1 million, calculated as NT\$1 million).
			跨網轉帳 Cross-network transfers		每筆加收 NT\$4 元(用他行金融 EDI 系統扣本行存款帳戶轉帳)。 NT\$4/transaction (Use EDI system of another bank to transfer money from megabank account)
	電話銀行 Phone Banking	新臺幣 NT Dollars	跨行 轉帳 Cross- bank transfers	ATM 管道 By ATM	NT\$15 元/每筆。NT\$15/transaction.
				跨行通匯管道 By cross-bank remittance	NT\$200 萬元(含)內：NT\$15 元/每筆。 超過 NT\$200 萬元：每增加 NT\$100 萬元(含)(未滿 NT\$100 萬元，以 NT\$100 萬元計) 加收 NT\$10 元。 Below NT\$2 Million (inclusive): NT\$15/transaction. Over NT\$2 Million: NT\$10 per additional NT\$1 Million (inclusive) (less than NT\$1 million, calculated as NT\$1 million).
		基金 Fund	贖回 Redemption		贖回依信託本金之 0.2%年率計收(最低為等值 NT\$200 元)。 0.2% per annum on the trust principal (minimum equivalent of NT\$200).
	網路 ATM WebATM	新臺幣 NT Dollars	跨行轉帳 Cross-bank transfers		NT\$15 元/每筆。NT\$15/transaction.
傳真通知 Fax Notice		全球金融網及 EDI Global eBanking and EDI			NT\$2 元/每通。NT\$2/fax.
		電話銀行及自動傳真服務 Phone banking and automatic fax service			NT\$3 元/每通。NT\$3/fax.
代收費用 Collection					NT\$30 元/每筆(依代收業務別議訂)。 NT\$30/transaction (subject to nature of forwarded fee).
安 控 裝 備 費 用 Security Device	個人智慧卡型 XML 電子憑證 XML Smart Card Certificate – Individual				NT\$300 元。(二年期) NT\$300 (2 years)
	個人軟體型 IXML 電子憑證 IXML software Certificate – Individual				NT\$50 元。(一年期) NT\$50 (1 year)
	企業智慧卡型 XML 電子憑證 XML Smart Card Certificate - Corporation				NT\$2,000 元。(二年期) NT\$2,000 (2 years)
	智慧卡型 XML 憑證晶片卡 XML Smart Card Certificate Chip				NT\$500 元/每張。NT\$500/Card.
	ACS 讀卡機 ACS Card Reader				NT\$500 元/每具。NT\$500/Unit.
	K7 讀卡機(NFC 感應) K7 Card Reader(NFC)				NT\$1,200 元/每具。NT\$1,200/Unit
	e 碼寶貝 OTP Token				NT\$700 元/每具。NT\$700/Unit.
	網路 ATM 一代讀卡機 WebATM Card Reader (First Generation)				NT\$150 元/每具。NT\$150/Unit.